

APPENDIX LVI.

(See Rule 855.)

FORM OF AGREEMENT FOR TENANCIES OF GOVERNMENT RESIDENCIES LET
TO PRIVATE INDIVIDUALS.

AN AGREEMENT made the _____ day of _____ 19____ between,
THE GOVERNOR OF BOMBAY (hereinafter called "the Lessor") of the one
part and

(hereinafter called "the Lessee" which expression shall be deemed to include
unless the context does not admit, his heirs, executors, administrators and permitted
assigns) of the other part.

WITNESSETH as follows :—

1. In consideration of the deposit by the Lessee with the Lessor of the sum
of Rs. _____ and of the rent hereby reserved and of the covenants and con-
ditions hereinafter contained, the Lessor hereby demises unto the Lessee ALL
that bungalow and premises within _____ known as
_____ together with the outhouses and servants' quarters attached thereto
standing on the land situate.

TO HOLD unto the Lessee upon a monthly tenancy to be computed as com-
mencing on the first day of _____ 19____ PAYING therefor unto the
Lessor the monthly rent of Rs. _____ on the first day of each (succeeding) month
(in advance) the first payment of such rent for the first month having been due
on the first day of _____ 19____

2. The Lessee covenants with the Lessor as follows :—

(a) To pay the rent hereby reserved at the time and in manner aforesaid at
the office of the Executive Engineer, _____ Division (hereinafter referred
to as "the Executive Engineer") or at such other place
as the Lessor shall require.

(b) To pay all rates and taxes for specific services viz., special sanitary cess,
water rates (general and special) whether they are calculated on the rateable
value or in accordance with the number of residents or the amount of water
supplied and the drainage tax where it exists as a separate entity. All such
rates and taxes shall be paid by the Lessee direct to the local body concerned
or to the Executive Engineer in addition to the rents of the demised premises
according to the custom prevailing in the locality as the Lessor may decide.

(c) To bear and pay to the _____ or other body or
company concerned the charges (including the electricity duty) for the electrical
energy supplied to the demised premises.

(d) At the Lessee's expense to provide all electric bulbs required for use on
the electric installation provided in the demised premises save in the case of
first installation of electric wiring to replace such of the electric bulbs as may
fail, fuse, or be broken and to keep the electric installation in a clean condition
by properly dusting the fans and fittings.

(e) To keep the demised premises in a clean and sanitary condition and not to allow any refuse to collect in the compound and to abide by all by-laws, rules and regulations of the Municipality or Cantonment.

(f) Not to make any additions or alterations to the said bungalow or other buildings and premises hereby demised without the sanction of the Executive Engineer previously obtained in writing. All additions and alterations made by the Lessee shall become the property of the Lessor on the termination of this demise and the Lessee shall not be entitled to any compensation therefor Provided nevertheless that the Lessor shall be at liberty to call upon the Lessee at the Lessee's expense to remove all additions or alternations made by the Lessee and require the Lessee to restore the said bungalow and premises to the condition in which they were at the time of occupation.

(g) Not to do or permit to be done upon the demised premises anything which in the opinion of the Lessor may be a nuisance or annoyance to or in any way interfere with the quiet and comfort of the occupants of neighbouring properties.

(h) Not to assign these presents nor sublet or underlet the demised premises or any part thereof unless the previous written consent of the Executive Engineer is first obtained.

(i) Not to keep or store upon the demised premises any articles of a combustible or dangerous nature.

(j) To allow the Lessor or his agents or servants to view the demised premises at any time during the day time on receipt of twenty-four hours' previous notice.

(k) At the Lessee's expense to maintain the garden attached to the said bungalows and premises in good condition and the Lessee shall have the right to the produce thereof.

(l) The Lessee shall not cut down, lop or injure trees or large shrubs without the written permission of the Executive Engineer and the proceeds of the sale of all trees cut down or lopped off shall belong to the Lessor.

(m) At the end or sooner determination of the tenancy hereunder peaceably and quietly to yield up possession of the demised premises to the Executive Engineer on behalf of the Lessor in the same condition in which they were at the commencement of the tenancy fair wear and tear excepted.

(n) To pay the costs of the preparation and completion of these presents in duplicate including stamp and registration charges and the Lessee shall take the original of this lease and the Lessor will keep the duplicate.

3. The Lessor hereby Covenants with the Lessee as follows :—

(a) To carry out the usual minor annual repairs such as whitewashing, monsoon roof repairs, and repairs to the sanitary and water installation of the demised premises. The Lessor shall not be compelled to do any other repairs or new work whatsoever.

(b) The Lessee paying the rent hereby reserved and observing and performing the conditions hereinbefore contained shall and may peaceably enjoy the demised premises for the term hereby granted without any interruption from the Lessor or any person lawfully claiming by, from or under the Lessor.

4. PROVIDED ALWAYS and it is hereby agreed between the parties hereto as follows :—

(a) If and whenever any part of the rent hereby reserved shall be in arrear the same shall be recoverable by the Lessor from the Lessee as an arrear of land revenue.

(b) If the rent hereby reserved shall be in arrear for the space of 30 days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained, the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the same term hereby granted shall absolutely cease and determine.

(c) The deposit of Rs. made by the Lessee shall be refunded to him on the termination of this agreement provided that the Lessee has fulfilled all the covenants and conditions thereof and after deduction of any sums which may be due to the Lessor. The deposit if made in cash shall not bear interest.

(d) Any notice to be given to the Lessee shall be deemed to be sufficient and duly served if signed by the Executive Engineer for the time being or other duly authorised officer and addressed to the Lessee, and sent by registered post to or left at the demised premises or affixed to any conspicuous part of the demised premises.

IN WITNESS WHEREOF the
for and on behalf of the Governor of Bombay hath hereunto set his hand and
has hereunto set his hand the day and year first above written.

Signed by

in the presence of

Signed by

in the presence of